

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1 2</b>	
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE <b>22 June 2004</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY  <b>U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE CORPS OF ENGINEERS 4101 JEFFERSON PLAZA, N.E. ALBUQUERQUE, NEW MEXICO 87109-3435</b>		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <b>W912PP-04-R-0015</b> <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) <b>June 2004</b> 10A. MODIFICATION OF CONTRACTS/ORDER NO. 10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE				

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- ☒ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**PROJECT: DESIGN/BUILD ELECTRICAL POWER MAIN SWITCHING STATION, KIRTLAND AIR FORCE BASE, NEW MEXICO**

1. This is Amendment No. 1 to Solicitation No. W912PP-04-R-0015; June 2004. The following revisions shall be incorporated into the specifications. All other provisions shall remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED

2. SOLICITATION, OFFER, AND AWARD, Standard Form 1442: In Block 10, at the end of the paragraph add the following: "Defense Order Rating for this acquisition is DO-C2. Offerors are advised that this solicitation may be delayed, cancelled, or revised at any time during the solicitation or final award process and is subject to the availability of funds."

3. SECTION 00100, INSTRUCTIONS TO BIDDERS:

a. On page 14 of 158, Clause 52.236-27, SITE VISIT, paragraph (c), delete the last sentence that reads "A list of attendees, including company name, address, and telephone number must be provided to Connie Williams, Project Manager, no later than Tuesday, 22 June 2004, via FAX 505-342-3497 or email, [Connie.S.Williams@spa02.usace.army.mil](mailto:Connie.S.Williams@spa02.usace.army.mil)." and replace with "A list of attendees, including company name, address, and telephone number must be provided to Connie Williams, Project Manager, no later than 2:00 P.M. (Mountain Standard Time) on Wednesday, 23 June 2004, via FAX 505-342-3497 or email, [Connie.S.Williams@spa02.usace.army.mil](mailto:Connie.S.Williams@spa02.usace.army.mil)."

b. Delete page 19 of 158 and replace with page 19 of 158, attached hereto.

4. SECTION 00120, PROPOSAL EVALUATION AND CONTRACT AWARD: On page 34 of 158, paragraph 6b, Volume 2, Technical Proposal, change "Factor 5: Proposed Schedule (Tab E)" to "Factor 5: Preliminary Schedule (Tab E)".

2. SPECIFICATIONS: Delete the following listed pages and substitute the pages attached hereto. On the revised pages, for convenience, changes are emphasized by the amendment number in parentheses before and after changes from the previous issue. All portions of the revised (or new) pages shall apply whether or not changes have been indicated.

Delete Page

Special Contract Requirements, Index  
00800-14

Insert Page

Special Contract Requirements, Index  
00800-14 thru 00800-14a

////////LAST ITEM////////

**AMENDMENTS TO THE REQUEST FOR PROPOSALS**

The right is reserved, as the interest of the Government may require, to revise the specifications and drawings both before and after the date set for receipt of offers. Such revisions, if any, will be announced by amendment(s) to the Request for Proposal. If the revisions and amendments are of a nature which require material changes in quantities, or prices offered, or both, the date set for receipt of offers may be postponed by such number of days as in the opinion of the Contracting Officer will enable the Offeror to revise the offer. In such cases, the amendment will include an announcement of the new date for receipt of offer.

**PARTNERING**

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strength of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

**COSTS RELATED TO PROPOSAL PREPARATION**

All costs related to proposal preparation, including travel, will be borne solely by the Offeror. The Government is not liable for any costs incurred by the Offeror submitting an offer in response to this solicitation.

**RETENTION**

The Government will retain all original proposals submitted in response to this Request for Proposals and will retain the extra copies of the successful technical proposal; the copies of the unsuccessful technical proposals will be destroyed.

**(1) WHO MAY SUBMIT PROPOSALS**

Competition for this contract is restricted to qualified HUBZone Small Business Concerns (SBC) that the Small Business Administration (SBA) certifies as qualified for federal contracting assistance under the HUBZone program. All other firms are deemed ineligible to submit proposals. In order to submit an offer on this contract, qualified HUBZone SBC must satisfy all Small Business Administration requirements and should appear on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration. (See 13 CFR, Part 126—HUBZone Program)

Proposals may be submitted by qualified HUBZone SBC formally organized as: design-build entities, or by design firms and construction contractors that have associated specifically for this project, or any other qualified HUBZone SBC. For the purpose of this solicitation, no distinction is made between formally organized design-build entities and project-specific design-build associations.

The Offeror, or Offeror's subcontractor must meet the requirements specified in the solicitation and have, on its permanent staff, professional architects and engineers registered in the appropriate technical disciplines. All designs must be under the direct supervision of appropriately licensed professionals.

Firms submitting a proposal as a joint venture must ensure the following requirements are met:

- a. Obtain a Tax Identification Number (TIN) for the joint venture.
- b. Each qualified HUBZone Small Business Concern must prepare Section 00600, Representations and Certifications separately under its own name.
- c. Register in the Central Contractor Registration (CCR) as a joint venture in which a unique CAGE Code will be obtained. See FAR Clause 52.204-7, Central Contractor Registration and DFARS Clause 252.204-7004, Alternate A, Required Central Contractor Registration, for further information in Section 00700.
- d. Provide a copy of the JV agreement in the proposal submission.
- e. Satisfy all Small Business Administration requirements to submit an offer as a joint venture on a HUBZone contract.

I N D E X

SPECIAL CONTRACT REQUIREMENTS

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process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The Contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that the foreign national was legally admitted into the United States and has authority to work and/or go to school in the United States. Such documentation may include a United States Passport, Certificate of United States Citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), or Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

25. RECOVERED MATERIALS. The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials. The contractor must use materials meeting the Recovered Material Advisory Notices (RMANS) if and when they can be obtained in a reasonable amount of time and at the same price as materials that do not meet the specification. A current detailed list of CPG items with their RMANS may be viewed at [www.epa.gov/epaoswer/non-hw/procure/products.htm](http://www.epa.gov/epaoswer/non-hw/procure/products.htm).

(1) 26. VALUE ENGINEERING AFTER AWARD (JUN 1999)

(a) In reference to Contract Clause 52.248-3, "Value Engineering-Construction", the Government may refuse to entertain a "Value Engineering Change Proposal (VECP)" for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.

(b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.

(c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design

solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

(d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific material, approaches, systems, and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, material, fabrication techniques, methods of installation, or any other approach to fulfill the contract requirements.

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- END OF SPECIAL CONTRACT REQUIREMENTS -